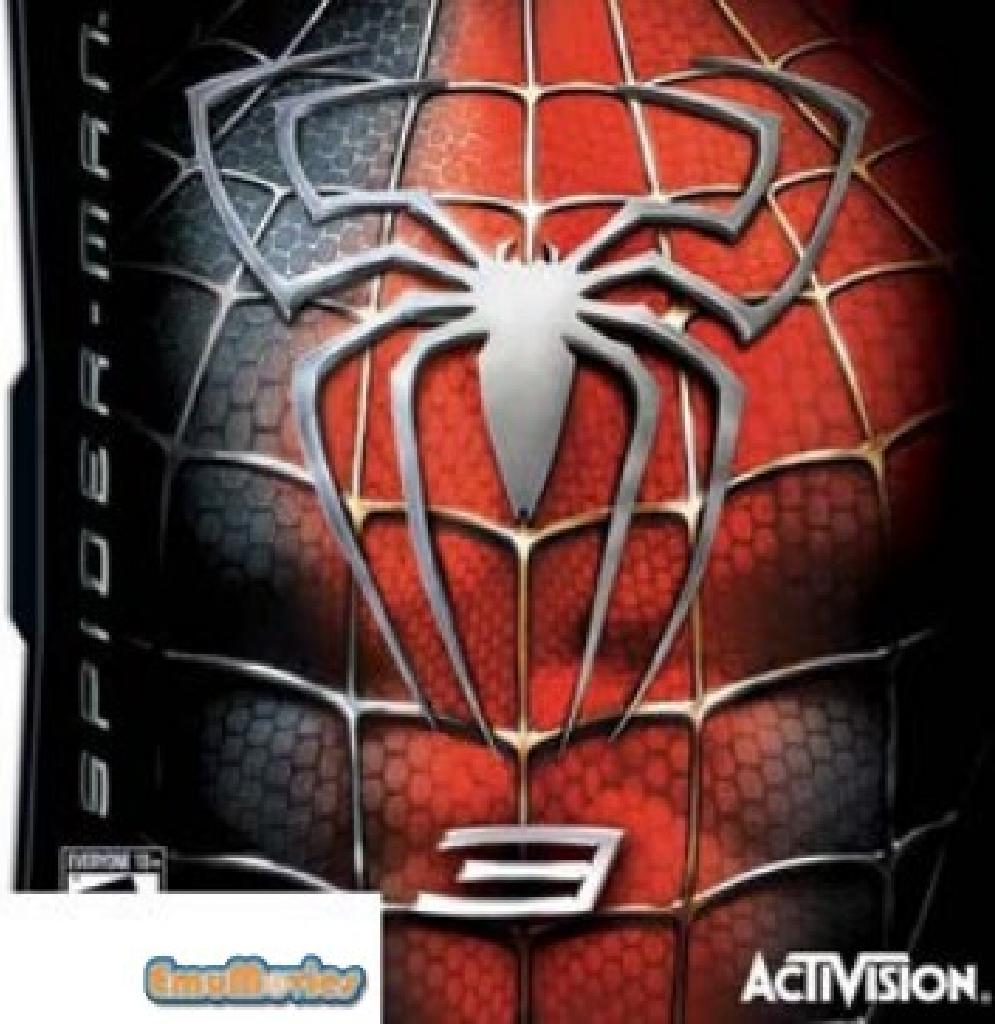


NINTENDO DS



Activision

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PLEASE CAREFULLY READ THE SEPARATE HEALTH AND SAFETY PRECAUTIONS BOOKLET INCLUDED WITH THIS PRODUCT BEFORE USING YOUR NINTENDO® HARDWARE SYSTEM, GAME CARD OR ACCESSORY. THIS BOOKLET CONTAINS IMPORTANT HEALTH AND SAFETY INFORMATION.

IMPORTANT SAFETY INFORMATION: READ THE FOLLOWING WARNINGS BEFORE YOU OR YOUR CHILD PLAY VIDEO GAMES.



WARNING - Seizures

- Some people (about 1 in 4000) may have seizures or blackouts triggered by light flashes or patterns, such as while watching TV or playing video games, even if they have never had a seizure before.
- Anyone who has had a seizure, loss of awareness, or other symptom linked to an epileptic condition should consult a doctor before playing a video game.
- Parents should watch when their children play video games. Stop playing and consult a doctor if you or your child have any of the following symptoms:

Convulsions	Eye or muscle twitching	Loss of awareness
Altered vision	Involuntary movements	Disorientation
- To reduce the likelihood of a seizure when playing video games:
 1. Sit or stand as far from the screen as possible.
 2. Play video games on the smallest available television screen.
 3. Do not play if you are tired or need sleep.
 4. Play in a well-lit room.
 5. Take a 10 to 15 minute break every hour.



WARNING - Radio Frequency Interference

The Nintendo DS can emit radio waves that can affect the operation of nearby electronics, including cardiac pacemakers.

- Do not operate the Nintendo DS within 9 inches of a pacemaker while using the wireless feature.
- If you have a pacemaker or other implanted medical device, do not use the wireless feature of the Nintendo DS without first consulting your doctor or the manufacturer of your medical device.
- Observe and follow all regulations and rules regarding use of wireless devices in locations such as hospitals, airports, and on board aircraft. Operation in those locations may interfere with or cause malfunctions of equipment, with resulting injuries to persons or damage to property.

WARNING - Repetitive Motion Injuries and Eyestrain

Playing video games can make your muscles, joints, skin or eyes hurt after a few hours. Follow these instructions to avoid problems such as tendinitis, carpal tunnel syndrome, skin irritation or eyestrain:

- Avoid excessive play. It is recommended that parents monitor their children for appropriate play.
- Take a 10 to 15 minute break every hour, even if you don't think you need it.
- When using the stylus, you do not need to grip it tightly or press it hard against the screen. Doing so may cause fatigue or discomfort.
- If your hands, wrists, arms or eyes become tired or sore while playing, stop and rest them for several hours before playing again.
- If you continue to have sore hands, wrists, arms or eyes during or after play, stop playing and see a doctor.

WARNING - Battery Leakage

The Nintendo DS contains a rechargeable lithium ion battery pack. Leakage of ingredients contained within the battery pack, or the combustion products of the ingredients, can cause personal injury as well as damage to your Nintendo DS.

If battery leakage occurs, avoid contact with skin. If contact occurs, immediately wash thoroughly with soap and water. If liquid leaking from a battery pack comes into contact with your eyes, immediately flush thoroughly with water and see a doctor.

To avoid battery leakage:

- Do not expose battery to excessive physical shock, vibration, or liquids.
- Do not disassemble, attempt to repair or deform the battery.
- Do not dispose of battery pack in a fire.
- Do not touch the terminals of the battery, or cause a short between the terminals with a metal object.
- Do not peel or damage the battery label.

Important Legal Information

REV-E

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THIS GAME CARD WILL WORK
ONLY WITH THE NINTENDO DS™
VIDEO GAME SYSTEM.



Wireless DS
Multi-Card
Play

THIS GAME ALLOWS WIRELESS MULTIPLAYER
GAMES WITH EACH DS SYSTEM CONTAINING
A SEPARATE GAME CARD.



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CAUTION - Stylus Use

To avoid fatigue and discomfort when using the stylus, do not grip it tightly or press it hard against the screen. Keep your fingers, hand, wrist and arm relaxed. Long, steady, gentle strokes work just as well as many short, hard strokes.

GETTING STARTED

1. Insert the *Spider-Man 3™ Game Card* into the Nintendo DS™ slot as described in your Nintendo DS instruction manual.
2. Turn the Power Button ON.

NOTE: The Spider-Man 3 Game Card is for the Nintendo DS™ system only.



BASIC CONTROLS

To move Spider-Man around, you can use either the +Control Pad on the left or the **X**, **Y**, **A** and **B** Buttons on the right.

↑ on the +Control Pad/ X Button	Jump/Climb Up
← on the +Control Pad/ Y Button	Move Spider-Man left
→ on the +Control Pad/ A Button	Move Spider-Man right
↓ on the +Control Pad/ B Button	Climb Down/Crouch

When Spider-Man is in the air, press and hold ← on the +Control Pad or → on the +Control Pad to Web Swing in that direction. (You can also use the **Y** and **A** Buttons, respectively, to swing.)

You do not need to press any button to wall climb; Spider-Man will automatically cling to any wall or ceiling when he comes into contact with it.

All of Spider-Man's remaining Web Moves and all of his Combat Moves are performed by using the **Touch Screen**.

For example:

Web Zip – Double-tap on any climbable surface

Web Up – Double-tap on an enemy

Punch – Swipe towards the enemy on the Touch Screen

Uppercut – Swipe up on the Touch Screen

Throw – Approach enemy and swipe away from them on the Touch Screen

Web Pull – Web Up an enemy then swipe toward Spider-Man on the Touch Screen

See the In-Game Menus for more details on the advanced attacks that Spider-Man can unleash on his enemies.

During the course of the game, Spider-Man will need to interact with his environment, either to rescue an innocent civilian from danger, or to advance to the next level. Move Spider-Man to the object you want to interact with, and the image of a gesture will appear on the Upper Screen. Perform the same gesture on the Touch Screen to interact.

MAIN MENU

Story Mode – Select **Story Mode** to begin playing *Spider-Man 3*. In the Save Slot Select screen, you can choose a slot to which you'll save your new game, elect to continue a previously saved game or delete a previously saved game.

Multiplayer – Select **Multiplayer** to begin playing *Spider-Man 3* with a friend. If you want to create a game for a friend to join, select **Host Game**. If you want to join someone else's game, select **Join Game**.

Extras - Select **Extras** to view Bios of characters that you've unlocked. Select **Cheats** to enter a cheat code. Select **Watch Cutscenes** to watch any of the cutscenes you've unlocked through normal progression. Select **Credits** to view the game's credits.

Options - Select **Options** to adjust the music volume and SFX volume.

Advance through the various menus with the **A** Button or by tapping on the option on the Touch Screen. Use the **B** Button to back up a menu.

IN-GAME PAUSE MENU

Press **START** to bring up the In-Game Pause Menu.

Resume - Select to continue playing your current game.

Restart Mission - Select to start your current Mission over again. You'll have to start the Mission from the beginning, but any Hero Points earned and skills unlocked will be kept.

Main Menu - Select to exit to the Main Menu.

Options - Select to go to the Options Menu.

Stats - Select to view your gameplay stats.

SAVING THE GAME

The game will automatically save your progress when you complete a Mission, enter a new area, or exit to the Main Menu.

CITY MENU

At any time during gameplay, tap once on the City icon in the bottom left corner of the Touch Screen to bring up the City Menu.

On the top screen of the City Menu is the name of the area of the city you are currently in and arrows pointing to the other areas available. Tap once on the arrow to move to the next area.

In the center of the City Menu is a map that shows the current area of the map, broken down into Neighborhoods. When you select a Neighborhood [by tapping on it], the Upper Screen will show the stats of that Neighborhood, including:

- The name of the Neighborhood
- Any outstanding Objectives
- The crime level in the Neighborhood

Icons will hover over Neighborhoods to point out Spider-Man's current location, Mission locations, and other critical information about the Neighborhood. The icons will appear whether you have that Neighborhood selected or not.

At the bottom of the City Menu are four icons:



Running Man Icon – Select this icon to view a list of all Web and Combat Moves that you have unlocked. The Upper Screen will show you an example of how to use that move.



Dollar Sign Icon – Select this icon to view a list of all of the Special Moves that you can unlock in the game. The Touch Screen will show you a list of moves, your current total amount of Hero Points, and the cost of the selected ability. The Upper Screen will give you a description of the move, and the action that will trigger the move. Unlocked moves will be highlighted; moves waiting to be purchased will be grayed out.



City Icon – This has no function in the City Menu.



Arrow Icon – Select this icon to bring up the In-Game Pause Menu.

HERO POINTS AND SKILLS

You can earn Hero Points in all sorts of ways as you play through the game. The difficulty of the action determines how many Hero Points you earn. For example, you'll earn more Hero Points if you defeat several enemies in a row, using a variety of Web Attacks, than you would if you just defeat a single enemy with a series of punches.

CRIME WATCH

As you progress through the Story Missions, you'll find yourself fighting all sorts of thugs and gang members in the various Neighborhoods. When

Spider-Man enters a Neighborhood with a crime level, a Crime Watch will start. The Crime Watch Mission will be identified by an icon in that neighborhood on the City Map.

After you've completed the Crime Watch Mission, the gang activity in that area will drop to almost nothing, as the criminals hide in fear of Spider-Man's awesome crime-fighting abilities.

Be sure to check back in on Neighborhoods where you've played through Crime Watch, because after a while, the criminals will forget what it's like to have Spider-Man around, and will return to their law-breaking ways.

BLACK-SUITED SPIDER-MAN

When Spider-Man fills up his Rage Meter, he becomes Black-Suited Spider-Man. Spider-Man is more aggressive and agile when wearing the mysterious Black Suit. With his Black Suit, Spider-Man hits harder, moves faster, and chains together longer and more impressive combos. However, if Spider-Man's health gets too low, he can't use the Black Suit.

MULTIPLAYER

Spider-Man 3™ includes Multiplayer support for up to two players. One player acts as the Host and the other player will join the hosted game session. Use the following instructions to begin a Multiplayer game.

From the Main Menu select **Multiplayer**. One player must select **Host Game**, and the other player must select **Join Game**. The Host can then select from the four different Multiplayer game modes:

- **Brawler** – Thugs are spawned in the arena. As players defeat the thugs, they earn points. The player with the most points, when time runs out, wins.
- **Hot Potato** – An object is spawned in the middle of the arena; the players interact with the object through combat. The objective is to send the object to the opponent's side of the arena.
- **Target Practice** – Targets are spawned randomly, and the players must web them to earn points. Be wary, as there are two types of targets: one adds to the player's point total, the other subtracts from it.
- **Combo Challenge** – Thugs are spawned in the arena. As players defeat the thugs, they earn Hero Points. The cooler the combat moves and combos, the more points the players earn. The player with the most points, when time runs out, wins.

The Host also can set the environment and the time limit (when applicable) for the game.

Once the game has been hosted, the second player will have the option to join.

During wireless game play, if communication seems to be affected by other electronic devices, move to another location or turn off the interfering device. You may need to reset the power on the Nintendo DS and start the game again.

CREDITS

STARRING

Tobey Maguire

as Peter Parker/Spider-Man

James Franco

as Harry Osborn/New Goblin

Topher Grace

as Eddie Brock/Venom

Thomas Haden Church

as Flint Marko/Sandman

J.K. Simmons

as J. Jonah Jameson

Bruce Campbell

as the Narrator

LIKENESSES AND INSPIRATION

Kirsten Dunst

as Mary Jane Watson

Perla Haney Jardine

as Penny Marko

Dylan Baker

as Dr. Conners

Bill Nun

as Joseph Robbie Robinson

Elizabeth Banks

as Betty Brant

Developed by Vicarious Visions

www.wissons.com

CEO / Chief Creative Officer

Karthik Bala

President Guha Bala

Executive Producer

David Nathanielsz

Producer

Christopher Olson

Art Director

Di Davies

Lead Designer

Leo "momoMonkey" Zuniga

Lead Engineer

Henry "lost hope" Letteron

Lead Artist

Eric Gillam

Lead Animator

Travis Cameron

Design Team

Muhammad "Mozl" Ahmed

Brett Dunham

Ben Frost

Engineering Team

John Hilliker

Brian Ondov

Albert Vasquez

Art Team

Tim Higgins

Scott Moore

Additional Design

Jonathan Russell

Jeremy Russo

Additional Programming

Adam Reilly

Ravinder Singh

Igor Stolarsky

Additional Art

Evan Mennillo

Eric Feurstein

Yin Zhang Y

Audio Support

Ken Bowen

Music

Chadd Portwine

Tools Team

Chuck Homic

Cory McWilliams

VW Quality Assurance

Supervisor – Joe Fisher
Lead – Sidney Montoya
Keith Belak
Stephen Fontanelli

VW Peer Review Team

Rob Caminos

W Special Thanks

Jan-Erik Steel
Michael Chrzanowski
Di Davies
Evan Skolnick

VW Additional Support

Christina Chera
Lauren Costello
Nehme Frangie
Dawn Harrington
Kathy Hoppes
Sergio Sanchez
Dan Wall

Kid Testers

Andrew Awad
Timothy Awad
Finius Browne
Madhavan Elangoavan
Dan Galinski
Merryn Kleider
Matthew Kuroly
David Lewicki
Anthony Panetta
Brian Reed
Peter Schrom

Jacob Schrom

Trevor Scully

Christopher Yankowski
Matthew Yankowski

Activision**Producers**

William Schmitt
Juan Valdes

Associate Producers

John C. Boone II
Neven Dravinski
Derek C. Smith
John Sweeney
Will Townsend

Production Coordinators

Vincent Fennel
Matthew Hunt
Derek Racca

Production Testers

Kellin Fitzpatrick
Ismael Garcia
John McCurry
James Cha
Eddie Araujo
Michael Ashton

Executive Producer

Scott Walker

V.P. North American Studios

Laird Malamed

QUALITY ASSURANCE /

CUSTOMER SUPPORT

**VP of Customer Support/
Quality Assurance**
Rich Robinson

Director of Quality Assurance

James Galloway

Manager, Quality Assurance
Matt McClure

Sr. Lead, Quality Assurance
Jason "Fox" Potter

Lead, Quality Assurance
Robin Odlum

**Sr. Manager, Technical
Requirements Group**
Christopher Wilson

**Nintendo Platform Lead,
Technical Requirements Group**
Sasan "Sause" Helmi

**Floor Leads, Technical
Requirements Group**
Zac Blitz

Menas Kapitsas
Randi Pardo

**Test Team,
Technical Requirements Group**
Eddie Araujo
Lucas Goldman
Jeff Koyama
Brian Marvin

Brandon Miller
Joe Pardo
Todd Sutton
Eric Stanzione

Lab Lead, Multiplayer Group
Garrett Oshiro

Floor Lead, Multiplayer Group
Michael Thomsen

Test Team, Multiplayer Group
Michael Ashton
Shamen'e Childress

Floor Lead, Quality Assurance
Wayne Williams

Test Team, Quality Assurance
Jon An
William Bibbiani
Nicholas Chavez
Czyznyck Deco
Allen Gimenez
Steven Mitchell
Evan Wingate

Burn Room
Joule Middleton – Coordinator
Pokee Chan – Technician
Danny Feng – Technician
Kai Hsu – Technician

Customer Support Managers
Gary Bolduc – Phone Support
Michael Hill – E-mail Support

Manager, Resource Administration
Nedine Theuillot

CS/QA Special Thanks
John Rosser, Marilena Rixford
Glenn Vistante, Brad Saavedra
Evan Button, Henry Villanueva
Thom Denick, Paul Williams
Indra Yee, Todd Komesu
Yvete Ruffin, Dave Garcia-Gomez
Willie Bolton, Jennifer Vitiello
Jeremy Shortell, Dylan Rixford
Nikki Guillote, Alexander Watkins
Stephanie Russell

LOCALIZATIONS
Localization Tools and Support

Provided by
Xloc Inc.

Director of Production Services – Europe
Barry Kehoe

UK Localization Manager
Fiona Ebbs

UK Localization Coordinator
Gina Clarke

US Localization Coordinators
Jonas Anderson, Chris Osberg

Localization Consultant
Stephanie O'Malley Deming

Senior Director Studio Operations and Planning
Suzan Rude

Senior Vice President, Worldwide Studios
Brian Ward

CENTRAL DESIGN & TECHNOLOGY

Game Design Analyst

Jeff Chen

Lead Systems Designer

Tom Wells

Senior Director of Game Design

Carl Schnurr

Senior Art Director

Alessandro Tento

Chief Technology Officer

Steve Pearce

CENTRAL ART

Director of Art Technology

Kevin Chu

Art Production Manager

Aimee E. Smith

Art Production Manager

Dilber Mann

Associate Production Manager

Nelson Wang

Technical Artist

Mike Eheler

CENTRAL AUDIO

Director of Central Audio

Adam Levenson

Sound Specialist

Dan Morris

Central Audio Programmer

Blair Bitonti

Audio Coordinator	Manager Marketing Communications	Manager
Noah Sarid	Shelby Yates	Tina Kwon
GLOBAL BRAND MANAGEMENT	Assistant Manager Marketing Communications	
VP, Global Brand Management	Karen Starr	Producer
Rob Kostich		Frankie Kang
Global Brand Manager	OPERATIONS	Associate Manager
Amy Longhi	Sr. Manager, Mainline Operations	Letam Biira
Associate Brand Manager	Jen Sullivan	
Michael Steiner		MUSIC
PR	Sr. Director, Supply Chain	Worldwide Executive of Music
Sr. Director, Corporate Communications	Laura Hoegler	Tim Riley
Michelle Schroder		Music Supervisor
Sr. Manager, Corporate Communications	Project Manager, Mainline	Brandon Young
Ryh-Ming Poon	Brandi Baker	
Sr. Publicist, Corporate Communications	TRADE MANAGEMENT	ACTIVISION SPECIAL THANKS
Aaron Grant	Trade Promotions, Senior Manager	Mike Griffith, Robin Kaminsky
Jr. Publicist, Corporate Communications	Molly Hinchey	Brian Ward, Steve Pearce
Lindsay Mario		Will Kassoy, Jane Hunt
MARKETING COMMUNICATIONS	Trade Marketing Manager	Sasha Gross, Jeff Chen
Vice President Marketing Communications	Sean Dexheimer	Brian Morrison
Denise Walsh		
Director Marketing Communications	Associate Trade Marketing	
Susan Hallock	Manager	Marvel Entertainment
	Teresa Lin	Sr. Vice President & Executive Producer, Video Games
		Ames Kirshen
	Director, Trade Marketing	President of Production, Marvel Studios
	Steve Young	Kevin Feige
	BUSINESS DEVELOPMENT	Business & Legal Affairs
	Sr. Director	Seth Lehman
	Dave Anderson	Joshua M. Silverman
	Sr. Manager	Robert Shatzkin
	Justin Berenbaum	Michael Willows
		Yury Veynblat
		Ryan Potter

Sony Pictures Consumer Products

Vice President, Interactive

Mark Caplan

Director, Interactive

Keith Hangrove

Special Thanks

Sam Raimi

Kevin Feige

Avi Arad

Josh Matas

George Leon

Juli Boylan

Laetitia May

Womb Music

Casting and Voice Direction

Margaret Tang

Engineering, Editorial and Post

Rik Schaffer

Cast

Charlie Robinson

Robbie Robertson

Courtenay Taylor

Shriek

Kari Wahlgren
Mary Jane Watson

Iona Morris
Dr. Andrews

Keone Young
Mr. Chen

Nathan Carlson
Dr. Connors

Neil Kaplan
Kraven

Neil Ross
Carlyle

Rachel Kimsey
Betty Brant

Sean Donnellan
Morbius

Spencer Ganus
Penny Marko

Vanessa Marshall
Detective DeWolfe

ADDITIONAL VOICES
Andre Sogliuzzo

Andrew Kishino, Archie Kao
Armando Valdes-Kennedy
Avery Kidd Waddell, Candi Milo
Charlie Schlatter, Chris Emerson
Chris Williams, Chuck McCann
Clyde Kusatsu, Crystal Scales

Dana Seltzer, Danny Mann
Dawn Lewis, Debi Mae West
Erin Fitzgerald, Fred Tatasciore
Gabrielle Carteris, Grant Albrecht

Greg Cipes, Hans Schoeber
Hynden Walch, James Sie
Jason Singer, John Kassir
Jordan Mardon, Jordi Caballero
Josh Keaton, Justine Miceli
Kim Mai Guest, Kimberly Brooks
Lahmard Tate, Laraine Newman
Marc Graue, Margaret Tang
Masasa Mayo, Melissa Greenspan
Michael Gough, Mikey Kelley
Mitzi McCall, Nika Futterman

Nolan North, Iona Morris
Patrick Renna, Paul Nakauchi
Phil Buckman, Phil LaMarr
Phil Morris
Philip Anthony Rodriguez
Quinton Flynn

Robin Atkin Downes, Ron Yuan
Sheryl Bernstein, Silvana Vienne
Stephen Stanton, Tasia Valenza
Vyan Pham

Packaging and Manual Design

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Phone: (310) 255-2050

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INJUNCTION. Because Activision would be irreparably damaged if the terms of this Agreement were not specifically enforced, you agree that Activision shall be entitled, without bond, other security or proof of damages, to appropriate equitable remedies with respect to breaches of this Agreement, in addition to such other remedies as Activision may otherwise have under applicable laws.

INDEMNITY. You agree to indemnify, defend and hold Activision, its partners, affiliates, contractors, officers, directors, employees and agents harmless from all damages, losses and expenses arising directly or indirectly from your acts and omissions to act in using the Product pursuant to the terms of this Agreement.

MISCELLANEOUS. This Agreement represents the complete agreement concerning this license between the parties and supersedes all prior agreements and representations between them. It may be amended only by a writing executed by both parties. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable and the remaining provisions of this Agreement shall not be affected. This Agreement shall be construed under California law as such law is applied to agreements between California residents entered into and to be performed within California, except as governed by federal law and you consent to the exclusive jurisdiction of the state and federal courts in Los Angeles, California.